

CITY OF FAIRFIELD

RESOLUTION NO. 2014 – 220

**RESOLUTION OF THE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS
AND FINDING THE BID FROM K.J. WOODS CONSTRUCTION TO BE NON-
RESPONSIVE AND AWARDING A CONTRACT TO MCGUIRE AND HESTER FOR
THE FAIRFIELD TRANSPORTATION CENTER STORM DRAIN AND SEWER LINE
RELOCATION PROJECT**

WHEREAS, the bid opening for the Fairfield Transportation Center Storm Drain and Sewer Line Relocation Project took place on July 29, 2014; and

WHEREAS, the apparent low bidder was K.J. Woods Construction, in the amount of \$1,087,400; and

WHEREAS, staff has reviewed the bid and DBE documents from K.J. Woods Construction and found them to be non-responsive, and

WHEREAS, staff has reviewed the bid and DBE documents from McGuire and Hester and found them to be in order, and

WHEREAS, staff is recommending that the City Council award the contract to McGuire and Hester, as the lowest responsive and responsible bidder.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The plans and specifications for the Fairfield Transportation Center Storm Drain and Sewer Line Relocation Project are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with McGuire and Hester for the Fairfield Transportation Center Storm Drain and Sewer Line Relocation Project in the amount of \$1,240,894.

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

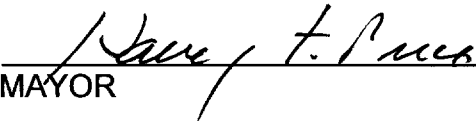
PASSED AND ADOPTED this 7th day of October 2014, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz


NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE


MAYOR

ATTEST:



CITY CLERK

pw

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

**FAIRFIELD TRANSPORTATION CENTER
STORM DRAIN AND SEWER LINE RELOCATION**

From Contractor: McGuire and Hester

To: City Clerk of the City of Fairfield

The undersigned declares that he/she has examined the locations of the proposed work, that he/she has examined the plans, specifications, and all the Contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and Contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he/she will within **FIFTEEN (15) working days** of receipt of such notice execute a formal Contract agreement with the City of Fairfield, with necessary bonds and certificate and City standard form endorsement of insurance. He/She also agrees that, in the case of default in executing the Contract, the proceeds of the check or bond accompanying his/her bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the Contract, he/she will commence the work upon written Notice to Proceed and shall diligently prosecute the same to completion before the expiration of **ONE HUNDRED AND EIGHTY (180) calendar days** from the date of said written Notice To Proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the Project Plans or Specifications of the work.

Bidder acknowledges receipt of the following addenda:

ONE (7/24/14)

**FAIRFIELD TRANSPORTATION CENTER
STORM DRAIN AND SEWER LINE RELOCATION
BID SCHEDULE**

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1	Mobilization	LS	1	\$ 75000	\$ 75000
2	Traffic Control	LS	1	\$ 48000	\$ 48000
3	Erosion Control and SWPPP	LS	1	\$ 8000	\$ 8000
4	Construction Staking	LS	1	\$ 6500	\$ 6500
5	Shoring	LS	1	\$ 15000	\$ 15000
6	48" RCP Storm Drain Pipe (Includes trenching & backfill, remove & replace asphalt concrete pavement section)	LF	945	\$ 356	\$ 336420
7	Storm Drain Manhole	EA	6	\$ 7500	\$ 45000
8	Upstream Junction Box	EA	1	\$ 22500	\$ 22500
9	Downstream Junction Box	EA	1	\$ 73000	\$ 73000
10	2" Water Line Relocation	LF	137	\$ 85	\$ 11645
11	Storm Drain/Sanitary Sewer Separation Box	EA	1	\$ 37000	\$ 37000
12	Curb & Gutter (City of Fairfield Standard Detail 5)	LF	318	\$ 38	\$ 12084
13	Valley Gutter (City of Fairfield Standard Detail 10)	LF	12	\$ 230	\$ 2760
14	Remove & Replace 8" PCC w/ #5 @ 12" O.C. and 8" AB	SF	4,800	\$ 16	\$ 76800
15	Remove Vegetation	EA	2	\$ 2000	\$ 4000
16	Connect to Existing Storm Drain	EA	2	\$ 8400	\$ 16800
17	18" VCP Sanitary Sewer Pipe (Includes trenching & backfill, remove & replace asphalt concrete pavement section)	LF	719	\$ 325	\$ 233675
18	Abandonment of Existing Sewer Pipeline	LF	480	\$ 22	\$ 10560
19	36" Steel Encasement	LF	114	\$ 500	\$ 57000
20	Sanitary Sewer Manhole	EA	4	\$ 8500	\$ 34000
21	6" Sanitary Sewer Tie-In to New Manhole	LS	1	\$ 3500	\$ 3500
22	Curb & Gutter (Caltrans Type A2-8)	LF	20	\$ 285	\$ 5700
23	Curb & Gutter (Caltrans Type E)	LF	10	\$ 385	\$ 3850
24	Sidewalk, Curb & Gutter (City of Fairfield Standard Detail 3)	LF	12	\$ 330	\$ 3960
25	HMA Dike (Caltrans Type A)	LF	10	\$ 150	\$ 1500
26	Remove Existing Tree and Root Ball	EA	3	\$ 900	\$ 2700
27	Connect to Existing Sewer	EA	2	\$ 1100	\$ 2200
28	Optional Bus Detour Plan Work	LS	1	\$ 60000	\$ 60000
29	Project Information Sign	LS	1	\$ 1500	\$ 1500
30	8" Water Line Relocation	LF	26	\$ 740	\$ 19240
31	Replace Traffic Signal Loop Detectors	LS	1	\$ 5000	\$ 5000
32	Replace Pavement Striping and Markings	LS	1	\$ 6000	\$ 6000

Total = \$ 1,240,894

The bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

**FAIRFIELD TRANSPORTATION CENTER
STORM DRAIN AND SEWER LINE RELOCATION**

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this Contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he/she shall perform with his/her own organization at least fifty percent (50%) of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he/she shall be deemed to have agreed to perform such portion him/herself, and he/she shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Address	Name and	Subcontractor's License Number	Portion of Work or Items to be performed	Percent of Total
1) C & C Specialist 3450 3rd st suite 4 San Francisco 94124		792059	Traffic Control "partial"	1.9%
2) REMAHER INC. 4545 HESS DR. AMERICAN CANYON 94503		514236	Concrete "partial"	5.9%
3)				
4)				
5)				

Note: Attach additional sheets, if required.

**FAIRFIELD TRANSPORTATION CENTER
STORM DRAIN AND SEWER LINE RELOCATION**

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The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Address	Name and	Subcontractor's License Number	Portion of Work or Items to be performed	Percent of Total
1)				
2)				
3)				
4)				
5)				

Note: Attach additional sheets, if required.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

Michael R. Hester, being first duly sworn, deposes and says that he or she is President of McGuire and Hester the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

7/29/14

(Date)



(Signature) Michael R. Hester, President
McGuire and Hester

NOTE: THIS FORM MUST BE NOTARIZED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On July 28, 2014

Date

before me,

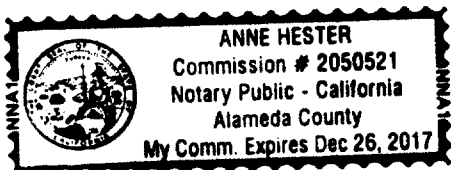
Anne Hester, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Michael R. Hester

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Noncollusion

Document Date: July 29, 2014

Number of Pages: ONE

Signer(s) Other Than Named Above: ---

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael R. Hester

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

McGuire and Hester

RIGHT THUMBPRINT
OF SIGNER
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Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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FEDERAL CERTIFICATIONS

**BUY AMERICA CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL,
IRON, OR MANUFACTURED PRODUCTS**

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 7/29/14

Signature 

Company Name McGuire and Hester

Title Michael R. Hester, President

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date N/A

Signature _____

Company Name _____

Title _____

LOBBYING CERTIFICATION

Michael R. Hester, President

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONTRACTORS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, McGuire and Hester, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of CONTRACTOR'S Authorized Official

Michael R. Hester, President / McGuire and Hester
Name and Title of CONTRACTOR'S Authorized Official

7/29/14 Date

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Instructions for Certification

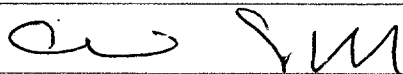
1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Fairfield may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to City of Fairfield if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact City of Fairfield for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by City of Fairfield.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Fairfield may pursue available remedies including suspension and/or debarment.

**"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION"**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date 7/29/14

Signature 

Company Name McGuire and Hester

Title Michael R. Hester, President

McGuire and Hester
Name of Firm

9009 Railroad Avenue, Oakland, CA 94603
Business Address

(510) 632-7676
Phone Number



Signature of Responsible Official
Michael R. Hester, President

Contractor's License:

a. Class: A, B, C21, C27, C31, HAZ

b. Number: 95879

c. Expiration Date: 11/30/15

FBI Number: 94-1074934

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

SEE ATTACHED

McGuire and Hester
9009 Railroad Avenue
Oakland, CA 94603
510-632-7676

McGuire and Hester - A California Corporation
License #95879
A, B, C21, C27, C31, HAZ

Michael R. Hester, President

Robert C. Doud, Executive Vice President/CFO

Brock N. Grunt, Secretary

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**FAIRFIELD TRANSPORTATION CENTER
STORM DRAIN AND SEWER LINE RELOCATION**

WHEREAS McGuire and Hester
9009 Railroad Avenue, Oakland, CA 94603
(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

 Western Surety Company

 555 Mission St., Suite 200, San Francisco, CA 94105

 (Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten Percent (10%) of the Total Amount of Bid_____

Dollars (\$_____), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a Contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.


IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: July 22, 2014

"Contractor"

McGuire and Hester

9009 Railroad Avenue, Oakland, CA 94603

By: 
Title Michael R. Hester, President

By: N/A
Title _____

"Surety"

Western Surety Company

555 Mission St., Suite 200, San Francisco, CA 94105

By: 
Title Attorney-in-Fact, Yvonne Roncagliolo

By: N/A
Title _____

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On July 28, 2014

Date

before me,

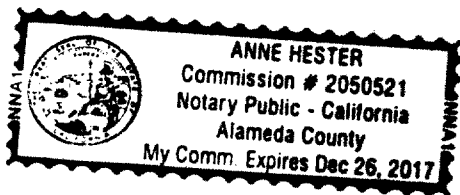
Anne Hester, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Michael R. Hester

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: July 22, 2014

Number of Pages: TWO

Signer(s) Other Than Named Above: Yvonne Roncagliolo

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael R. Hester

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

McGuire and Hester

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Francisco

On July 22, 2014 before me, S. Nicole Evans, Notary Public

Here Insert Name and Title of the Officer

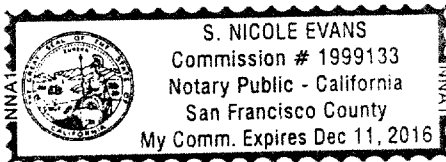
personally appeared Yvonne Roncagliolo

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: [Signature]

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Yvonne Roncagliolo

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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RIGHT THUMBPRINT
OF SIGNER
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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence J Coyne, Charles R Shoemaker, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan De Luca, Yvonne Roncagliolo, Thomas E Hughes, S. Nicole Evans, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of April, 2014.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

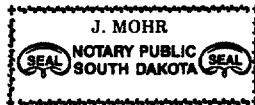
State of South Dakota
County of Minnehaha

} ss

On this 21st day of April, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of July, 2014.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

CITY OF FAIRFIELD
STATE OF CALIFORNIA

FAIRFIELD TRANSPORTATION CENTER
STORM DRAIN AND SEWER RELOCATION

Addendum No. 1

July 24, 2014

This constitutes Addendum No. 1 to the Contract Documents for the FAIRFIELD TRANSPORTATION CENTER STORM DRAIN AND SEWER RELOCATION project. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

PROJECT SPECIFICATIONS

Proposal (Blue Section)

- 1) Page P-3 clarification: Item # 18 "Abandonment of Existing Sewer Pipeline" applies to 480LF of existing 18" SS line to be abandoned, plugged and filled with concrete slurry. Abandonment of the existing 6" and 10" SS lines shall include 1 foot thick concrete plugs at each end and does not need to be filled with slurry. Payment for the 6" and 10" SS abandonment shall be considered included in the other various sewer related items of work and no separate payment will be allowed therefore.

Special Provisions (Goldenrod Section):

- 1) Replace third paragraph of Section 119.0. **WORKING HOURS AND NIGHT WORK** with the following:

Work within Caltrans right of way where the new sewer crosses the ramp pavement as shown on the plans shall be performed at night. All work shall comply with the traffic control requirements in Section 203 (see Chart no. 1 on SP-21) and as required by the Caltrans' encroachment permit conditions. Note other acceptable work hours are indicated in the Chart no. 1 and that includes limited day work Monday thru Thursday between the hours of 9am and 3pm.

- 2) Add a new last paragraph to Section 119.0. **WORKING HOURS AND NIGHT WORK** with the following:

If the proposed Optional Bus Detour Plan as discussed in Section 217.0 is not used, the Contractor will be required to perform most of the work as night work within the bus loop/bus loading areas as well as for pipe line work within the intersection area at the bus loop driveway approaches and portions of Cadenasso Drive so as to maintain full operation of the bus loop and loading/unloading areas at the Fairfield Transportation

Center (FTC). The Contractor shall avoid any impacts to the FTC bus circulation and loading/unloading operation and maintain bus access at all times. The FTC buses are in operation between the hours of 4am to 9pm Monday thru Friday and 8am to 6pm on Saturday with no bus service on Sunday. Therefore acceptable work period windows would be as follows:

- 6:00 pm Saturday to 4:00 am Monday
- 9:00 pm to 4:00 am (Monday-Tuesday, Tuesday-Wednesday, Wednesday-Thursday, Thursday – Friday)
- 9:00 pm Friday to 8:00 am Saturday

- 3) Replace paragraph A. Procedure in Section 216.0. ASPHALT CONCRETE (AC)/HOT MIX ASPHALT with the following:

The material and execution for the construction of the various Asphalt Concrete/Hot Mix Asphalt work items shall be in accordance with Section 6, Asphalt Concrete, of the Specific Provisions. The asphalt concrete for this work shall be Type A, 3/4-inch asphalt concrete and shall conform to Section 39, "Hot Mix Asphalt" (HMA), of the 2010 State Standard Specifications and these Special Provisions. Produce and place HMA Type A under the Method construction process. Asphalt binder shall be Performance Grade (PG) 70-10. The Contractor shall submit the proposed asphalt concrete mix designs to be used in completing the asphalt concrete work associated with this Project to the City Engineer and Caltrans for review and approval prior to installing any asphalt concrete.

PROJECT PLANS

- 1) Sheet C5 and C6, add a new note near SS manhole #3 at the new cleanout where the 6" SS service from Fairfield Transportation Center shows a new cleanout to tie into the existing 6" SS line "Contractor shall pothole and field determine the existing 6" SS invert prior to constructing any new 18" SS pipe or 48" SD pipe".
- 2) Sheet C5, add a new note near SSMH #1 for connection to existing 18"SS line "Contractor shall pothole and verify elevation and location of the existing 18" SS invert prior to constructing any new 18" SS pipe".
- 3) Sheet C3, SDMH#1 incorrectly refers to City Std. #22 and should be #23 and this SDMH #1 is referred to in the bid schedule as the "Upstream Junction Box" for Bid Schedule Item No. 8.

APPROVED:



Kevin Berry Hill, P.E.
City Engineer

ACKNOWLEDGEMENT:



CONTRACTOR Michael R. Hester, President
McGuire and Hester

CITY OF FAIRFIELD
STATE OF CALIFORNIA
ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 12 day of November, 2014, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and McGuire and Hester, party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

**FAIRFIELD TRANSPORTATION CENTER
STORM DRAIN AND SEWER LINE RELOCATION**

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by C+D Infrastructure Engineers
numbered C1 through C14 (14 sheets total)
and dated June 2014.
- b. Advertisement for Bids.
- c. The Accepted Bid, dated July 29, 2014.
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Specific Provisions.
 - 2) Special Provisions.
 - 3) Supplemental Special Provisions
 - 4) General Provisions.

- 5) City of Fairfield Standard Details and Specifications, 1998 edition.
- 6) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, 2010 edition.

- f. Performance Bond, dated October 21st, 2014.
- g. Labor and Material Bond, dated October 21st, 2014.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of Contractor or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **One Hundred and Eighty (180) calendar days** after the date of written Notice to Proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the Contractor as "Liquidated Damages" (LDs) an amount equal to **One Thousand Dollars (\$1000)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof.

III. CONTRACT SUM

- a. The City shall pay to the Contractor for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 6 of the General Provisions.

**FAIRFIELD TRANSPORTATION CENTER
STORM DRAIN AND SEWER LINE RELOCATION
BID SCHEDULE**

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1	Mobilization	LS	1	\$75,000	\$75,000
2	Traffic Control	LS	1	\$48,000	\$48,000
3	Erosion Control and SWPPP	LS	1	\$8,000	\$8,000
4	Construction Staking	LS	1	\$6,500	\$6,500
5	Shoring	LS	1	\$15,000	\$15,000
6	48" RCP Storm Drain Pipe (Includes trenching & backfill, remove & replace asphalt concrete pavement section)	LF	945	\$356	\$336,420
7	Storm Drain Manhole	EA	6	\$7,500	\$45,000
8	Upstream Junction Box	EA	1	\$22,500	\$22,500
9	Downstream Junction Box	EA	1	\$73,000	\$73,000
10	2" Water Line Relocation	LF	137	\$85	\$11,645
11	Storm Drain/Sanitary Sewer Separation Box	EA	1	\$37,000	\$37,000
12	Curb & Gutter (City of Fairfield Standard Detail 5)	LF	318	\$38	\$12,084
13	Valley Gutter (City of Fairfield Standard Detail 10)	LF	12	\$230	\$2,760
14	Remove & Replace 8" PCC w/ #5 @ 12" O.C. and 8" AB	SF	4,800	\$16	\$76,800
15	Remove Vegetation	EA	2	\$2,000	\$4,000
16	Connect to Existing Storm Drain	EA	2	\$8,400	\$16,800
17	18" VCP Sanitary Sewer Pipe (Includes trenching & backfill, remove & replace asphalt concrete pavement section)	LF	719	\$325	\$233,675
18	Abandonment of Existing Sewer Pipeline	LF	480	\$22	\$10,560
19	36" Steel Encasement	LF	114	\$500	\$57,000
20	Sanitary Sewer Manhole	EA	4	\$8,500	\$34,000
21	6" Sanitary Sewer Tie-In to New Manhole	LS	1	\$3,500	\$3,500
22	Curb & Gutter (Caltrans Type A2-8)	LF	20	\$285	\$5,700
23	Curb & Gutter (Caltrans Type E)	LF	10	\$385	\$3,850
24	Sidewalk, Curb & Gutter (City of Fairfield Standard Detail 3)	LF	12	\$330	\$3,960
25	HMA Dike (Caltrans Type A)	LF	10	\$150	\$1,500
26	Remove Existing Tree and Root Ball	EA	3	\$900	\$2,700
27	Connect to Existing Sewer	EA	2	\$1,100	\$2,200
28	Optional Bus Detour Plan Work	LS	1	\$60,000	\$60,000
29	Project Information Sign	LS	1	\$1,500	\$1,500
30	8" Water Line Relocation	LF	26	\$740	\$19,240
31	Replace Traffic Signal Loop Detectors	LS	1	\$5,000	\$5,000
32	Replace Pavement Striping and Markings	LS	1	\$6,000	\$6,000

Total = \$1,240,894

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this Contract. This Contract shall be voidable at the option of the City if this provision is violated.

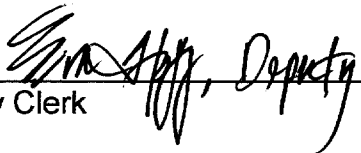
V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this Contract.

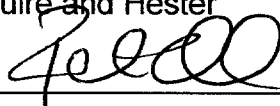
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

CITY OF FAIRFIELD


City Clerk

By: 
City Manager
KAB

McGuire and Hester
By: 
Robert C. Doud
Exec VP/CFO
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A, B, C21, C27, C31, HAZ
b. Number: 95879
c. Expiration Date: 11/30/2015
FEI Number: 94-1074934

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On 10/28/14

Date

before me, Shawna Kay Olgin, Notary Public

Here Insert Name and Title of the Officer

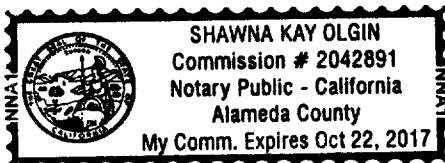
personally appeared Robert C. Doud

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Contract

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert C. Doud

- ☐ Individual
☒ Corporate Officer — Title(s): Exec VP/CFO
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
McGuire and Hester

RIGHT THUMBPRINT
OF SIGNER
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Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____ Date of Contract: _____
 Authorized by Res. No.: _____ Contract Expiration Date: _____
 Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your Contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	McGuire and Hester
ADDRESS	9009 Railroad Avenue
CITY, STATE, ZIP	Oakland, CA 94603

AND

BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION (S)	94-1074934
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

Executed in Duplicate

PERFORMANCE BOND

Bond No. 929601731
Premium: \$8,088.00

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____

McGuire and Hester

9009 Railroad Avenue, Oakland, CA 94603

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

**FAIRFIELD TRANSPORTATION CENTER
STORM DRAIN AND SEWER LINE RELOCATION**

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Western Surety Company

555 Mission Street, Suite 200, San Francisco, CA 94105

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as

Surety, are held and firmly bound unto City in the penal sum of One Million Two Hundred

Forty Thousand Eight Hundred Ninety Four and no/100

Dollars (\$ 1,240,894.00), this amount being not less than one hundred percent (100%) of the total Contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.


IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

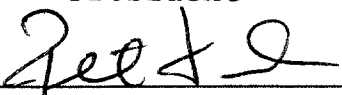
Dated: October 21, 2014

"Contractor"

McGuire and Hester

9009 Railroad Avenue, Oakland, CA 94603

By: 
Title Michael R. Hester
President

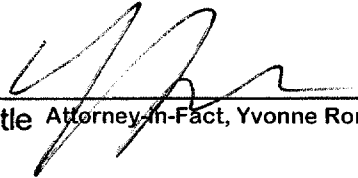
By: 
Title Robert C. Doud
Exec VP/CFO

(Seal)

"Surety"

Western Surety Company

555 Mission Street, Suite 200, San Francisco, CA 94105

By: 
Title Attorney-in-Fact, Yvonne Roncagliolo

By: N/A
Title

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On 10/28/14

Date

before me, Shawna Kay Olgin, Notary Public

Here Insert Name and Title of the Officer

personally appeared Robert C. Doud and Michael R. Hester

Name(s) of Signer(s)

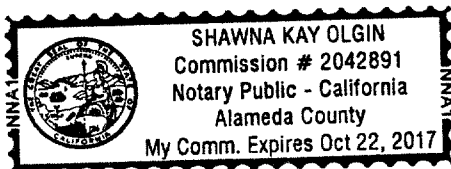
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert C. Doud

- ☐ Individual
☒ Corporate Officer — Title(s): Exec VP/CFO
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
McGuire and Hester

RIGHT THUMBPRINT
OF SIGNER
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Signer's Name: Michael R. Hester

- ☐ Individual
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
McGuire and Hester

RIGHT THUMBPRINT
OF SIGNER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

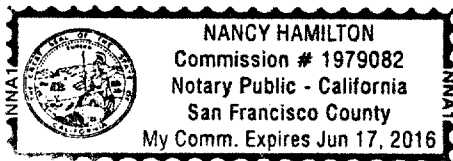
State of California

County of San Francisco

On 10/21/2014 before me, Nancy Hamilton, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Yvonne Roncagliolo
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Nancy Hamilton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Yvonne Roncagliolo

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence J Coyne, Charles R Shoemaker, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Joan De Luca, Thomas E Hughes, Mark M Munekawa, Kelly Holtemann, Yvonne Roncagliolo, Nerissa S Bartolome, S Nicole Evans, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of September, 2014.



WESTERN SURETY COMPANY

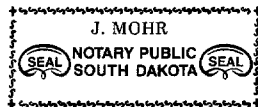
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of September, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of October, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Executed in Duplicate

**PAYMENT BOND
(LABOR AND MATERIALS)**

Bond No. 929601731
Premium: Included in Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____

McGuire and Hester

9009 Railroad Avenue, Oakland, CA 94603

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

**FAIRFIELD TRANSPORTATION CENTER
STORM DRAIN AND SEWER LINE RELOCATION**

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Western Surety Company

555 Mission Street, Suite 200, San Francisco, CA 94105

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of One Million Two Hundred Forty Thousand Eight Hundred Ninety Four and no/100

Dollars (\$1,240,894.00), this amount being not less than one hundred percent (100%) of the total Contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: October 21, 2014

"Contractor"

McGuire and Hester

9009 Railroad Avenue, Oakland, CA 94603

By: 

Title Michael R. Hester
President

By: 

Title Robert C. Doud
Exec VP/CFO

(Seal)

"Surety"

Western Surety Company

555 Mission Street, Suite 200, San Francisco, CA 94105

By: 

Title Attorney-in-Fact, Yvonne Roncagliolo

By: _____

N/A

Title

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On 10/28/14 before me, Shawna Kay Olgin, Notary Public

Date

Here Insert Name and Title of the Officer

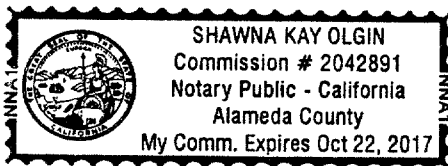
personally appeared Robert C. Doud and Michael R. Hester

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Payment Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert C. Doud

- ☐ Individual
☒ Corporate Officer — Title(s): Exec VP/CFO
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
McGuire and Hester

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: Michael R. Hester

- ☐ Individual
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
McGuire and Hester

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

PLEASE SEE ATTACHED CALIFORNIA NOTARY ACKNOWLEDGEMENT

CERTIFICATE OF ACKNOWLEDGMENT - Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

On this _____ day of _____, in the year _____, before me, the undersigned
Notary Public in and for said state, personally appeared _____ personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument, as the Attorney-in-Fact of
_____ acknowledged to me that he/she subscribed the name
of _____ thereto as principal and his/her own name as
Attorney-in-Fact.

Notary Public in and for the

County of _____
State of California

My Commission Expires _____

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

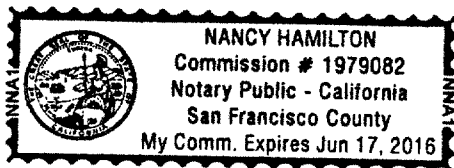
State of California

County of San Francisco

On 10/21/2014 before me, Nancy Hamilton, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Yvonne Roncagliolo
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Nancy Hamilton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Yvonne Roncagliolo

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence J Coyne, Charles R Shoemaker, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Joan De Luca, Thomas E Hughes, Mark M Munekawa, Kelly Holtemann, Yvonne Roncagliolo, Nerissa S Bartolome, S Nicole Evans, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of September, 2014.



WESTERN SURETY COMPANY

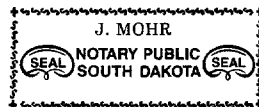
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of September, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of October, 2014.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

ESCROW # 10060-020

To: Bank of Sacramento
Corporate Escrow Dept
P O Box 659030
Sacramento, CA 95865-9030

The undersigned delivers herewith, or will cause to be delivered to Bank of Sacramento, Corporate Escrow Services, hereinafter called Escrow Agent, the papers, money or property hereinafter described to be held and disposed of by Escrow Agent in accordance with the following instructions and upon the terms and conditions herein set forth, to which the undersigned hereby agree.

This Escrow Agreement is made the 21st day of October, 2014, is entered into by and between

City of Fairfield, whose address is **1000 Webster Street, Fairfield, CA 94533**,

hereinafter called "Owner";

McGuire and Hester, whose address is **9009 Railroad Avenue, Oakland, CA94603**,

hereinafter called "Contractor", and **Bank of Sacramento**, whose address is 1750 Howe Avenue, Suite 100, Sacramento, California 95825, hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

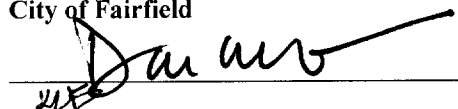
- (1) Pursuant to Section 22300 of the Public Contract code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for the **Fairfield Transportation Center Storm Drain and Sewer Line Relocation** project

in the amount of *****One Million Two Hundred Forty Thousand Eight Hundred Ninety-Four Dollars and No Cents*** (\$1,240,894.00)** dated **October 21, 2014** (hereinafter referred to as "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent.

When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of **City of Fairfield**, and shall designate the Contractor as the beneficial owner.

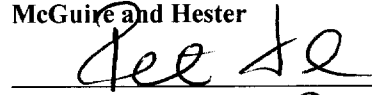
- (2) The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
- (4) The Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- (7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.
- (8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposits less escrow fees and charges of the Escrow Agent. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
- (9) Escrow Agent shall rely upon the written notification from the Owner and Contractor pursuant to Sections (5) to (8) inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
- (10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of the Owner:
City of Fairfield


Authorized Signer Name David A. White

Authorized Signer Title City Manager
1000 Webster Street
Fairfield, CA 94533

On behalf of the Contractor:
McGuire and Hester


Authorized Signer Name Robert C. Doud

Signer Title Exec VP/CFO
9009 Railroad Avenue
Oakland, CA 94603

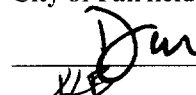
On behalf of the Escrow Agent:
Bank of Sacramento


Kathleen Thomas, EVP/COO/CRO
Corporate Escrow Dept
P O Box 659030
Sacramento, CA 95865-9030

At the time the escrow account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

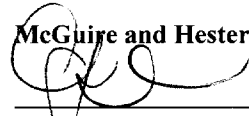
IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officer on the date first set forth above.

City of Fairfield


Authorized Signer Name David A. White

Authorized Signer Title City Manager

McGuire and Hester


Authorized Signer Name Shauna Olyin

Signer Title Project Admin